

**AGREEMENT**

**Between**

**THE BOARD OF EDUCATION**

**and the**

**BOULDER VALLEY SERVICE EMPLOYEES' ASSOCIATION**

**of the**

**BOULDER VALLEY SCHOOL DISTRICT RE 2J**

**EFFECTIVE DATES:**

**July 1, 2006 - June 30, 2008**

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**PREAMBLE**

1. The Board of Education of Boulder Valley School District RE 2J, hereinafter referred to as the Board, and the Boulder Valley Service Employees' Association, hereinafter referred to as the BVSEA, recognize and declare that providing an education of the highest feasible quality for the children within School District RE 2J is the objective of the School District and that supporting services provided by competent employees are a necessary ingredient in attaining this objective.
2. The Board and the BVSEA further recognize:
  - (A) **SCHOOL BOARD RESPONSIBILITIES:** The Board shall have the sole right to direct and control all District operations, to direct the work force and hire employees when needed, to transfer or relieve employees from duty because of the lack of work or other legitimate reasons, and, in accordance with its operational requirements, to establish, change, or introduce new or improved methods, standards or facilities.
  - (B) Attainment of the objectives of support to the education program conducted in the District requires mutual understanding and cooperation between the Board, the administrative staff and the employees. To this end good faith negotiations between the Board and the BVSEA with a free and open exchange of views are desirable.

NOW THEREFORE, The Board and BVSEA agree as follows:

#### **ARTICLE 1 - DEFINITIONS**

- A. The term "District" as used in this Agreement shall mean the Boulder Valley School District RE 2J.
- B. The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of Boulder Valley School District RE 2J.
- C. The term "employees" as used in this Agreement shall mean all Unit C employees.
- D. Calendar year, fiscal year, and school year: calendar year is January 1 to December 31; fiscal year is July 1 to June 30; and school year is defined annually by the Board of Education.

#### **ARTICLE 2 - GENERAL**

- A. The Board shall continue its policy of not discriminating against any employee on the basis of race, creed, age, color, national origin, sex, marital status or membership or non-membership in any employee organization.
- B. The BVSEA shall continue to admit persons to membership without discrimination on the basis of race, creed, age, color, national origin, sex or marital status.
- C. No change, rescission, alteration or modification of this Agreement in whole or part shall

be valid unless the same is ratified in writing by both the Board and the BVSEA.

- D. This Agreement shall be governed and construed according to the constitution and laws of the State of Colorado.
- E. In case of any direct conflict between the express provisions of this Agreement and any Board or BVSEA policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- F. **EFFECTIVE LAW**

If any provision or section of this Agreement is in contravention of the laws or regulations of the United States or of the state, county or city where employees covered by this Agreement are employed, such provision shall be superseded by the appropriate provision of such law or regulations, so long as same is in force or effect, but all other provisions of this Agreement shall continue in full force and effect.

- G. **NO STRIKE CLAUSE**

The parties agree to adhere to the contract in all respects and that all grievances shall be settled promptly in accordance with the grievance procedure, and no individual or collective action to slow down, interrupt, or terminate the work of any employee or employees will occur during the term of this Agreement. Any employee who engages in such actions, shall be subject to immediate discharge or other discipline. Such discipline is subject to the grievance procedure.

### **ARTICLE 3 - RECOGNITION**

- A. The Board recognizes the BVSEA as the sole and exclusive bargaining agent as regards wages, rates of pay, hours of employment and other conditions of employment for all employees in Unit C. Unit C consists of all regular (not temporary) employees in the Operations, Maintenance, Food Service, Transportation (including Bus Assistants) and Security Departments but excluding all supervisory, administrative, office, professional and technical employees, call-in substitutes and temporary employees.
- B. The District shall provide for payroll deduction for membership dues for members of the BVSEA. Deductions for BVSEA dues shall be voluntary. Employees will be required to complete a payroll deduction authorization and file it with the payroll office prior to any payroll deduction being made for this purpose. The District shall forward the aggregate of all such dues collected to the Treasurer of the BVSEA by the fifteenth of the month following the month for which collected.
- C. **BVSEA REPRESENTATIVES**
  - 1. The District will recognize members of the negotiating committee as provided for under Article 4 and members of the BVSEA who have been assigned a specific role in the Grievance Procedure under Article 5 of this Agreement.
  - 2. No BVSEA member assigned a role in the above procedures will be recognized

under the terms of this Agreement until the President of the BVSEA has notified the Executive Director of Human Resources in writing.

3. Time required by officers of the BVSEA for meetings called by the Administration on District and/or BVSEA matters during working hours shall be paid for by the District.
  4. In the exercise of any function outlined in the Agreement, the BVSEA officer must notify his/her supervisor and the supervisor of the department or school where the official is going for the transaction of valid BVSEA business.
  5. For the purpose of the grievance procedure, under Article 5 of this Agreement, BVSEA may designate up to 12 (twelve) employees to serve as area stewards. The BVSEA will determine its method of selection. The President of BVSEA and one area steward shall be designated chief stewards. In the event an area steward is unable or unwilling to process a grievance, the chief steward may do so.
- D. MAIL: The BVSEA may make reasonable use of the District's mail services for communication to employees.

#### **ARTICLE 4 - NEGOTIATIONS PROCEDURE**

- A. Either the Board or BVSEA may request negotiations. This shall consist of a written request to the other party between December 1, and February 1, in the last year of the contract.
- B. On contract reopening for the negotiated agreement to be effective July 1, 2008, each party shall be limited to Articles 14 and 15, and items in no more than five additional articles.
- C. Formal negotiations, beginning with the exchange of proposals, shall commence within thirty (30) days of the written request to reopen negotiations. Negotiations will be conducted at times and places mutually agreeable to the parties, and every effort will be made to conclude negotiations expeditiously.
- D. Requests for data and information pertinent to negotiations may be made to the Executive Director of Human Resources by the BVSEA's President or the BVSEA's Chief Negotiator. Such appropriate requests shall be honored as soon as possible.
- E. It is anticipated that negotiations normally will be conducted during regular working hours. When such negotiating meetings are held during regular working hours a maximum of five (5) negotiating representatives of the BVSEA shall be released for such purpose from their regular duties without loss of pay.
- F. If the negotiations described above have reached an impasse, the issues in dispute shall be submitted to mediation for the purpose of assisting the Board and the BVSEA in reaching a voluntary Agreement. The Board and the BVSEA shall jointly request assistance from the Federal Mediation and Conciliation Service.

- G. Agreements reached as a result of the negotiations described herein will be reduced to writing, will be signed by the Board and the BVSEA, and will constitute the conditional Agreement between the parties, subject to reopening as outlined in "A" above.
- H. INTERIM NEGOTIATIONS: It is recognized by the Board of Education and the BVSEA that all situations and developments could not be anticipated at the time this Agreement was negotiated. Change(s) in the Agreement during its effective dates may be negotiated when the parties mutually agree that proposed change(s) is necessary. If as a result of such negotiations agreement is reached on proposed change(s), such change(s) will be presented to the BVSEA's Executive Board and the Board of Education for ratification. If both parties ratify the proposed change(s), such change(s) will be signed by the Board and BVSEA president and will become an amendment(s) to the existing Agreement. If the issue(s) under consideration in interim negotiations cannot be resolved, the issue(s) may become topic(s) for the next negotiations.
- I. All financial obligations of the Board (within the meaning of the term "financial obligations" under Article X, Section 20 of the Colorado Constitution -- Amendment One and CRS 22-32-110(5) and CRS 22-44-115) set forth in this Agreement are subject to annual appropriation by the Board. The parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to the BVSEA no later than April 1 each year. The parties agree to meet within five days of such notice to negotiate such provisions.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

- 1. A "grievance" shall mean a complaint by the BVSEA negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term grievance shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
- 2. An "aggrieved person" is an employee or employees asserting a grievance.
- 3. A "party of interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.
- 4. "Days" as referred to in this grievance procedure shall be defined as working days.
- 5. "Initiated" shall mean upon receipt of grievance report form at Human Resources.

### **B. PROCEDURES**

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

All grievances must be initiated within ten (10) days after the aggrieved person knew, or

should have known, of the act or condition, which is the basis for the grievance. During the processing of a grievance through the various steps of the grievance procedure timely filing must be made or the grievance will be waived. If mitigating circumstances exist, these time limits may be extended by mutual agreement.

**STEP ONE:** A grievance will first be discussed with the aggrieved person's immediate supervisor/administrator with the objective of resolving the matter informally, at which time the aggrieved person (1) may request that the Area Steward or BVSEA representative be in attendance, or (2) may request that the Area Steward or BVSEA representative act in the grievant's behalf and file the formal step one grievance report form with the Office of Human Resources. If requested, the immediate supervisor/administrator will provide a written answer to the grievance within five (5) days and will provide a copy of that decision to the BVSEA, the grievant, the department head and Executive Director of Human Resources.

**STEP TWO:** If the grievance has not been resolved at step one, it may be appealed in writing by the BVSEA to the appropriate Executive Director or Assistant Superintendent in step two of this procedure within 10 days from the BVSEA's receipt of the supervisor's answer.

The Executive Director or Assistant Superintendent and/or representative(s) will meet with the aggrieved person, the Chief Steward, and if requested, the Area Steward, within five (5) days after receipt of the written grievance in an effort to resolve the grievance.

Within five (5) days after hearing the grievance, the Executive Director or Assistant Superintendent will render a written decision and either present it or send it by U.S. Mail to the grievant and to all parties officially present at the hearing, as well as to the President of the BVSEA.

**STEP THREE:** If the grievance has not been resolved at step two, or if no decision has been rendered in writing within ten (10) days after the hearing, the grievance may be appealed to the District's Superintendent, within five (5) days after receipt of the written answer or the ten (10) day period in which no decision was rendered. The Superintendent and/or representative(s) will meet with the grievant, the BVSEA President and/or the Chief Steward within ten (10) days after receipt of the written grievance in an effort to resolve the grievance.

Within ten (10) days after hearing the grievance, the Superintendent will render a written decision and either present it or send it by U.S. Mail to the grievant and to all parties officially present at the hearing, as well as the President of the BVSEA.

**STEP FOUR:** If the grievance has not been resolved at step three, or if no decision has been rendered in writing within the (10) days after the Superintendent heard the grievance, the BVSEA may request arbitration. Such request must be made within fifteen (15) days after receipt of the written answer or the ten (10) day period in which no decision was rendered.

Within ten (10) days of the demand for arbitration, the Board and/or representative(s) and

the BVSEA and/or representatives will select an arbitrator. In the event the parties are unable to agree on an arbitrator, selection shall be made in the manner provided below.

In the event the parties are unable to agree upon an arbitrator within ten (10) days following the BVSEA's notification to the Superintendent an arbitrator shall be selected as follows:

The Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the BVSEA shall have the right to strike two names from the panel.

The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

**ROLE OF THE ARBITRATOR:** The arbitrator shall not amend, take away, add to, or change any of the provisions of this Agreement. The arbitrator may consider only the particular issue or issues submitted to him/her in writing by the Board and the BVSEA, and his/her decision must be based solely on the interpretation of this Agreement.

The arbitrator will have authority to hold hearings and make procedural rules. He/she will issue a report within a reasonable time after the date of the close of hearings, or if oral hearings have been waived, then from the date the final statement and evidence are submitted to him/her. The arbitrator's report shall be submitted in writing to the Superintendent and the BVSEA only, and shall set forth his/her findings of fact, reasoning, conclusion and recommendation on the issue submitted. The arbitrator's recommendations shall be consistent with law and terms of the District's policies and contracts. His/her report shall be advisory only, and binding on neither the Board nor the BVSEA.

The arbitrator shall be requested to issue his/her decision within thirty (30) days after submission of briefs, if any, or the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the BVSEA. However, each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the arbitrator.

**C. LEGAL ACTION:**

If any member of the BVSEA elects to pursue any legal or statutory remedy for any alleged breach of negotiated agreements or any alleged violation of his/her rights there under, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this grievance procedure.

**ARTICLE 6 – DISCIPLINE OR DISCHARGE**

- A. The District may discipline or discharge employees for just cause. Disciplinary actions include:
  - 1. Oral discussion.
  - 2. Written reprimand
  - 3. Suspension
  - 4. Discharge
- B. The parties agree that discipline should be progressive. Nevertheless, both parties agree that for more serious offenses discipline may start at any level up to and including discharge.
- C. Any reprimand of any employee shall be done in a manner that will not embarrass the employee before other employees or the public. A written reprimand may be processed through the grievance procedure.
- D. In any case, if the District feels there is just cause for discharge, the employee involved will be suspended without pay for up to ten (10) days pending a final decision in the case. In the event the employee is not discharged and is exonerated, the employee's suspended pay will be reinstated.
- E. The BVSEA shall be notified and shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter will be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

### **A. WORK WEEK AND SCHEDULES**

- 1. The work week shall consist of up to 40 hours per week as scheduled by the department. Reasonable overtime in excess of this work week may be assigned by the District.
- 2. Except for emergency situations, work schedules should not be temporarily altered without notice during the previous week.
- 3. If the employee's off days are rescheduled the employee will receive a 25% premium for all hours worked on the rescheduled days.

### **B. WORK SHIFTS**

In addition to basic wage rates, employees will be paid a shift premium as set forth in Article 14, subsection D, for all hours on second and third shifts. An employees shift will be determined by the start time for the entire work day in their regular scheduled assignment. In the event an employee is required to work beyond their regular

assignment and the work begins in a shift outside of their assignment then the appropriate differential will be applied.

FIRST SHIFT: Any regular shift that begins at or after 4:00 a.m. and before 12:00 noon.

SECOND SHIFT: Any regular shift that begins at or after 12:00 noon and before 7:00 p.m.

THIRD SHIFT: Any regular shift that begins at or after 7:00 p.m. and before 4:00 a.m.

#### C. REST PERIODS

All employees' work schedules shall provide for a 15 minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

#### D. MEAL PERIODS AND REIMBURSEMENT

1. All employees shall be granted a lunch period without pay during each work shift. This period shall be thirty (30) minutes in duration. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
2. The District shall furnish a meal or pay an employee \$8.00 when they are requested to and do work two hours beyond eight (8) hours in one day. The employee shall receive an additional \$8.00 payment for every four (4) hours thereafter while he/she continues to work. The employee must submit a meal ticket as back up for the payment. Meal payments shall be included in the employee's monthly paycheck and shall be included as a part of their taxable income.

#### E. OVERTIME

1. When an employee is requested by his/her supervisor to work overtime, overtime worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times the employee's regular salary. Any paid days are to be considered as days worked in computing overtime.
2. In collaboration between the employee and his/her immediate supervisor, it will be determined if the employee is paid for overtime or granted compensatory time-off. In the event a determination cannot be made, the Deputy Superintendent or designee will make such determination. Compensatory time-off may be granted at the rate of one and one-half (1.5) times the number of overtime hours worked. Normally, compensatory time-off must be taken within sixty (60) calendar days of when it is earned and cannot be taken in the week it is earned. The scheduling of compensatory time off is subject to the approval of the employee's immediate supervisor.
3. If an employee entitled to holiday pay works on a holiday, the employee will receive the holiday pay in addition to one and one-half (1.5) times their regular rate

of pay for all hours actually worked. This provision is effective only if school is not scheduled on the holiday in question.

4. Overtime shall be made available as equally as practicable among employees.

#### F. CALL TIME

Any employee called to work outside of his/her regularly scheduled shift shall be paid by the following guidelines:

1. When employees are called at home during unscheduled work time because of a problem and report to work at a district facility or they are able to resolve the problem/situation at home, they will be paid for the time they work including travel time at the applicable rate of pay. The minimum time they will be paid is two hours. This time must be shown on their timesheets.
2. When employees are called at home to work or resolve the problem/situation at home and choose not to, employee will receive no payment.

#### G. REPORTING PAY

1. Failure to notify an assigned employee of a special activity cancellation or a reduction in scheduled time exceeding 20% of the overall expected time of the special activity at least forty eight (48) hours in advance shall entitle the driver to be paid the greater of 90% of the scheduled activity trip time, or 2 hours, whichever is greater.
2. No notification will be necessary on the part of the employer in the case of stoppages of work resulting from major mechanical breakdowns, strikes, wars, fires, or acts of God.
3. These provisions will not apply to special assignments cancelled more than 24 hours in advance and/or due to weather and/or to tournament events which may be shortened due to participant eliminations. In these instances, the driver will be paid the actual time worked, if any, with no minimum.

#### H. BUS DRIVERS

In addition to the other applicable provisions of the article the following shall apply for bus drivers:

1. Drivers will receive pay for any layover of thirty (30) minutes or less between scheduled driving assignments or district required assignments for which they are not otherwise compensated. Drivers may be expected to perform services, including for example, bus checking and cleaning during any paid time, including layovers.
2. Mid-day bus route assignments shall provide a minimum of two (2) hours pay. Employees may be required to provide services, including bus checking and

cleaning, during the time of the pay minimum not utilized for driving.

## I. SCHOOL/DISTRICT CLOSURES

1. When schools and/or other district offices are closed because of inclement weather or other good reason, the appropriate supervisor will determine which of the maintenance and operations staff shall be expected to report for work. Employees required to work will be allowed compensatory time off on an hour for hour basis for such time worked at a time mutually agreed upon by the employee and supervisor. Employees not required to report for work will be released during building or department closure without loss of pay.
2. Bus drivers reporting to work at their regularly scheduled route times shall be paid for their full route on partial school/district closure(s) and/or individual school inservice(s). Employees may be required to provide services, including bus checking and cleaning, during the paid time not used for driving. Bus drivers may elect to work only the scheduled partial route(s) and receive pay for the scheduled partial route(s) driven.
3. Bus drivers and food service employees may use their personal leave, provided they have the hours accrued, as paid time off in the event of school/district closures.
4. When schools and/or other district offices are closed because of inclement weather or other good reason, the appropriate supervisor will determine which of the Unit C employees shall be expected to report for work. Employees required to work will be allowed compensatory time off on an hour for hour basis for such time worked at a time mutually agreed upon by the employee and the supervisor. Employees not required to report for work will be released during building or office closure without loss of pay.

## ARTICLE 8 - HOLIDAYS

- A. Operations, Maintenance, Security and 12-month Transportation employees working twenty (20) hours or more per week shall be free to observe, with pay, those holidays specified in the school district calendar. The holidays to be considered are: New Year's Day, Martin Luther King, Jr.'s Day in January, Presidents' Day in February, Memorial Day, Independence Day where applicable, Labor Day, Columbus Day or Veterans Day, Thanksgiving Day and the Friday following, and two days for Christmas. The school district calendar, as determined by the Board of Education, will include eleven (11) holidays from those noted in this provision.
- B. Transportation (including Bus Assistants) and Food Service employees working twenty (20) hours or more per week shall be free to observe, with pay, those holidays specified in the school district calendar. The holidays to be considered are: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day in February, Memorial Day (provided classes are not in session), Labor Day (provided the employee is scheduled to work, and does so, before the holiday), Columbus Day or Veterans Day, Thanksgiving Day and the Friday following, and Christmas Day. The school district calendar, as determined by the

Board of Education, will include nine (9) holidays from those noted in this provision.

- C. Whenever any of the above listed holidays shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever the above listed holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

If a regular employee working four (4) hours a day or more loses a holiday, such as Memorial Day, due to school being in session, that holiday shall be added as a vacation day to the number of vacation days accrued by that employee.

In order to receive holiday pay, employees must work or be on paid leave, their scheduled day before and their scheduled day after the holiday.

## **ARTICLE 9 - VACATIONS**

### **A. ELIGIBILITY**

Employees who average four or more hours per day per pay period will qualify for and receive vacation leave as provided in this Article.

### **B. ACCRUAL**

Eligible employees shall accrue vacation leave as provided herein for each completed pay period during which the eligible employee works all scheduled days or is on paid leave. The date an employee becomes eligible for vacation leave in Section A above shall be the anniversary date for all eligible service employees in calculating vacation leave. Vacation leave shall accrue in hourly increments. Bus Assistants will be included in Section B, items 1 and 2 of this article. This will entitle bus assistants to accrue vacation and receive payment for such vacation per these sections of the agreement.

Note: for example, same as a Bus Driver would.

1. Except as modified by subsection 2 below, this vacation leave with pay will accrue at the following rates for all eligible service employees:
  - a. During the first five years of employment, at a rate of one of the employee's working days for each pay period;
  - b. Beginning with the sixth year of employment, at a rate of one and one-fourth of the employee's working days for each pay period;
  - c. Beginning with the eleventh year of employment, at a rate of one and three-fourths of the employee's working days for each pay period.
2. Vacation leave for all eligible Food Service and Transportation Department employees who work less than twelve months per year will accrue at the rates specified in subsection 1 above, but shall be credited to the employee as a Year-End Payment rather than as days available for use during the school year:
  - a. Those eligible Food Service and Transportation Department employees who complete the school year in the service of the District shall receive the

appropriate Year-End Payment during July, as a percentage of the total wages paid to the employee during the entire school year.

- b. Those eligible Food Service and Transportation Department employees who terminate employment during the school year will receive a payment for accrued vacation leave at the time of termination.
- c. The amount of the Year-End Payment shall be calculated on the following basis:

Vacation Days <u>Accrued</u>	=	Vacation Hours <u>Accrued</u>	=	<u>Year-End Payment</u>
1 day/mo.	=	8/mo.	=	4.97% of wages paid during the school year
1 1/4 day/mo	=	10/mo.	=	6.21% of wages paid during the school year
1 3/4 day/mo	=	14/mo.	=	8.7% of wages paid during the school year

#### C. USE OF VACATION LEAVE

- 1. All vacation time must be taken within the twelve-month period immediately following the close of the fiscal year (June 30) in which it is earned. An employee may carryover vacation time to the next fiscal year in special or unique circumstances provided he/she has received prior written approval from the District Superintendent. Vacation leave not used or approved for carryover will be lost, unless such leave was not taken because the employer disapproved the employee's request to use such leave, in which case such leave shall either be paid to the employee at the end of the fiscal year or shall be carried forward to the next year at the employee's discretion. Vacation may be taken in hourly increments or fraction of an hour absence.
- 2. Scheduling: Whenever possible vacations shall be granted for the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period. Supervisors may establish vacation leave request and approval timelines, as deemed appropriate.

#### D. PAYMENT UPON SEPARATION

An employee shall receive payment for the unused vacation he/she has accumulated at the time of separation, including any accrual for the current work year.

Employees who are laid off as a result of lack of work will receive earned vacation pay.

In the occurrence of death of an eligible employee, payment of earned vacation leave shall be made to the employee's estate.

## **ARTICLE 10 - SICK AND INJURY LEAVE**

### **A. SICK LEAVE ACCRUAL**

Employees will accrue sick leave on the following basis, with no limit on accumulation:

1. **REGULAR FULL-TIME EMPLOYEES:** An employee who works forty (40) hours per week on a regular basis will accrue sick leave at the rate of eight (8) hours of sick leave per month.
2. **REGULAR PART-TIME EMPLOYEES:** An employee who works at least twenty (20) hours per week on a regular basis will accrue sick leave at the rate of 4.6% of the hours actually worked, up to and including forty (40) hours per week.
3. **OTHER PART-TIME EMPLOYEES:** A food service or transportation employee who works less than four (4) hours per day or twenty (20) hours per week on a regular basis, and who has worked for the District five (5) years or more, shall accrue sick leave at the rate of 4.6% of the hours actually worked, up to and including forty (40) hours per week.

### **B. SICK LEAVE USAGE**

Sick leave may be taken in hourly increments or fraction of an hour of absence. Employees who utilize sick leave consistent with the provisions of Paragraph C will receive paid leave, and have their sick leave account charged for the actual hours they were scheduled to work on the day of leave. Regularly scheduled bus drivers may charge their sick leave accounts and be paid for their average number of hours they have actually worked, for each day of sick leave up to eight (8) hours. The daily average hours worked shall include regular routes and special or activity trips but will not exceed eight (8) hours per day.

### **C. SICK LEAVE DEFINITION**

Subject to the provisions herein, leave with pay will be granted to all permanent employees who are not able to render service due to illness, quarantine, temporary disability (including pregnancy, childbirth and recovery there from), serious illness and/or death in one's immediate family, for essential treatments, or examination for diagnostic purposes, when such treatment or examination cannot reasonably be made other than during the employee's work day.

- D. "Immediate family" as used here shall be interpreted to include husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents and grandchildren of employee or any relative living in the immediate household of the employee.

Exceptions to this interpretation will be made by the immediate supervisor and the

Executive Director of Human Resources only in very unusual cases.

- E. Sick leave will be granted regardless of how or when illness, quarantine or disability occurs even though the employee may become ill, quarantined or disabled while on vacation.
- F. Employees on leaves without pay will retain sick leave accumulated but will not accrue further sick leave until their return. Sick leave will resume accruing on the first day of the month in which they return.
- G. An employee may be required by the Executive Director of Human Resources to provide a statement of physical condition from a qualified physician and to present a report of the illness provided by such physician for an absence chargeable to sick leave. He/she may also be required to have a written report from a qualified physician showing that he/she is physically capable of doing the work required of his/her position when the employee returns from sick leave. In either event the cost of such required physical examination or statements shall be borne by the District.

#### H. ADDITIONAL SICK LEAVE

- 1. After the accumulated sick leave has been used the employee will receive no pay for additional working days if absent because of illness, quarantine, or disability. Deduction shall be made from his/her salary in an amount equal to his/her annual salary divided by the number of actual working days in the employee's year.
- 2. If the absence is continuous for more than ten consecutive working days after his/her accumulated sick leave has been used, the employee may request additional sick leave which will be granted beginning with the eleventh consecutive working day of absence. Full pay will be made from the eleventh working day until and including the sixtieth calendar day of the absence.
- 3. If an employee, who has received benefits under the additional benefits as described returns to work and then is absent again for illness, quarantine or disability, an additional ten working day period without pay must be in effect prior to the granting of additional sick leave benefits.
- 4. The maximum benefit under this provision is 31 days per fiscal year.

#### I. INJURY LEAVE

Injury leave may be granted to protect an employee against temporary loss of salary when he/she sustained an injury arising out of, or in the course of, the actual performance of his/her job. Such injuries may entitle an employee to benefits under the Workers' Compensation Act.

- 1. In order to receive these benefits, injured employees are required to report the injury without delay to their immediate supervisor; report to a duly qualified physician and have a verification of the injury made to the District; and file an application for Workers' Compensation benefits within two days in the Human Resources Office.
- 2. In the event of an on-the-job injury to the employee, which is deemed compensable under the Workers' Compensation Law, the employee will continue

to receive compensation up to three (3) days. Such absence will not be charged to sick leave. In those cases where the insurance carrier assumes liability, the injured employee may, beginning with the fourth day of absence due to such injury, receive his/her full salary from the School District less the amount of any workers' compensation pay received for a period of time not to exceed thirty (30) working days. In such cases the absence would not be charged to the employee's sick leave.

3. After the end of the described thirty (30) work days, the employee has two options:
  - a. He/she may use accumulated sick leave and be paid at his/her full salary less the amount of Workers' Compensation pay. In such cases the absence is charged against the employee's accumulated sick leave on a prorated basis for hours of sick leave actually used.
  - b. He/she may accept only Workers' Compensation pay in which case sick leave will not be charged.
4. In cases where the insurance carrier fails to assume any liability, all absences may be charged under the regular sick leave provisions.
5. In the case of extreme hardship, an employee so injured in the course of, or in the actual performance of his/her job, may make application to the Superintendent of Schools for further benefits beyond those described above. The Superintendent of Schools will decide whether or not further benefits from the School District are to be granted to the injured employee.

## **ARTICLE 11 - LEAVES WITHOUT PAY**

### **A. MILITARY LEAVE FOR ACTIVE SERVICE**

Any full time regular employee who enlists in the Armed Forces of the United States shall be granted a leave of absence as outlined by the Federal Laws relevant to Military leave.

### **B. MEDICAL LEAVE**

An employee may be granted, upon written request, a leave of absence without pay for a period not to exceed one year.

### **C. OTHER LEAVES**

Leaves of absence for a limited period of time (not to exceed six months) may be granted for any reasonable purpose upon the written recommendation of the appropriate supervisor, and the approval of the Executive Director of Human Resources, and such leaves may be extended or renewed for any reasonable period.

Extended absences for newborn child care, generally not to exceed six (6) months in length, may be granted without pay according to the conditions set forth in the paragraph above.

All time off without pay must be pre-approved by an appropriate supervisor.

D. LEAVE FOR GOVERNMENTAL SERVICE

An employee of the District elected or appointed to serve in a position of community, county, state, or national governmental service shall upon written request be granted a leave of absence without pay if the governmental services require the employee to be absent from his/her duties in the District.

E. FAMILY AND MEDICAL LEAVE ACT OF 1993

Eligible employees are covered by the provision of the federal Family and Medical Leave Act of 1993. The District retains the right to interpret the provisions contained in the Act and reserves all rights granted by the Act.

**ARTICLE 12 - LEAVES WITH PAY**

A. PERSONAL LEAVE

1. Employees who average four (4) hours per day per payroll reporting period will qualify and receive personal leave with pay at the rate of two (2) of their working days per work year.

Upon employment, calculation for such leave is as follows:

August 1 - January 31:	2 days
February 1 - May 31:	1 day
June 1 to July 31:	0 days

The number of hours allocated to food service and transportation employees will be based upon the hours actually worked in calculating their October paychecks.

2. Personal leave must be requested in advance, if possible. Although an employee is not required to state the exact reason for such leave, personal leave is provided to handle such personal matters that cannot be handled at a time other than during working hours. Personal leave is not to be taken to seek other employment or for recreational purposes.
3. Personal leave may not be taken prior to or immediately following holidays or vacation days, except in special or emergency situations in which case the advance written approval of the Executive Director of Human Resources is required.
4. Personal leave may be taken in hourly increments or fraction of an hour of absence. Unit C employees may accumulate one day of unused personal leave so that in any one given year a maximum of three days of personal leave may be utilized. Any other unused personal leave days will be cumulative as sick leave days.
5. If personal leave is used for adoption, one additional personal leave day shall be granted by the Executive Director of Human Resources.

6. Other Absences: Employees may request additional leave without pay for good and sufficient reasons. Such leave must be recommended by the supervisor and be approved by the Executive Director of Human Resources. Such requests must be approved prior to the absence.

#### B. BEREAVEMENT LEAVE

1. Employees who are entitled to Sick Leave under Article 10, Section A of this Agreement, are eligible for Bereavement Leave under this section.
2. When death occurs in an employee's immediate family he/she shall be granted three (3) working days off with pay for time lost from work. The definition of immediate family for this coverage shall be limited to husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents and grandchildren of the employee, or any relative living in the immediate household of the employee. Any additional days will be charged to accumulated sick leave.

In unique circumstances, an employee may appeal to the Executive Director of Human Resources for a variance of this provision. Decisions of the Executive Director of Human Resources shall be final and binding and not grievable.

#### C. JURY DUTY

Upon presentation of a court subpoena, an employee shall be granted leave, with pay, to serve as a witness or as a juror. Employees shall reimburse the District in the amount of remuneration provided by the Court.

#### D. MILITARY RESERVE SERVICE

Upon presentation of official orders, military leave will be granted, with half pay, to regular full-time employees who are members of the Armed Forces Reserve to attend annual training periods during their school duty time.

#### \*E. PROFESSIONAL LEAVE

Employees shall be granted professional leave to attend conferences or meetings, which will mutually benefit the employee and the district.

#### F. TIME OFF TO VOTE

Employees who are qualified to vote will be given time off, without loss of pay, for the purpose of voting. Arrangements for such absences must be made in advance with the employee's immediate supervisor.

\*Indicates new or revised language.

### **ARTICLE 13 - SENIORITY AND EMPLOYMENT STATUS**

## A. DEFINITION AND APPLICATION OF SENIORITY

1. District Seniority: The seniority date of each regular employee shall be defined as the date of hire of the most recent period of continuous service within the school district in any regular Unit C position. In the event two or more employees have the same starting employment date, the date the application was filed will govern.
2. Department Seniority: The departmental seniority date of each regular employee shall be defined as the first day of work of the most recent period of continuous service within that department in any Unit C position.
3. In the application of seniority, the following factors will be considered:
  - a. Seniority.
  - b. Capacity and ability, which are understood to include knowledge, skill, efficiency, record for accuracy, quality, safety, and dependability.
  - c. In the event the qualities in "b." above are comparatively equal among regular District employees, seniority shall prevail.
4. Seniority Lists: By November 1 each year, the District shall prepare a District seniority list.

## B. PROBATIONARY PERIOD

1. All new service employees are hired under the provision of a probationary period of 60 working days. The satisfactory completion of this appraisal period will be the basis of continued employment. In unique or unusual circumstances, the supervisor may determine the need for additional probationary time; if so, the supervisor may request an extension of the probationary period up to thirty (30) working days. This request requires the approval of the Executive Director of Human Resources.
2. An employee promoted to a higher classification or transferred from another wage schedule or unit, will be subject to a probationary period of sixty (60) working days in his/her new position. At the completion of this evaluation period, the employee will receive written verification of continued appointment or reinstatement in his/her former classification.
3. All paid leave is to be counted in the number of days of the probationary period.
4. If at any time during this period the employee fails, in the judgment of his/her supervisor, to demonstrate his/her ability to do the work assigned or is otherwise unsuited to the position, the supervisor may recommend termination through normal administrative channels. The employee shall be notified of the reason for his/her termination.

## C. PERFORMANCE REVIEW

1. A new employee or an employee transferred from another wage schedule or unit, shall receive a performance review during the sixty (60) day probationary period in his/her new position.
2. Regular employees shall receive a minimum of one (1) performance review every three years. Bus drivers and food service employees shall receive a minimum of one (1) performance review per year during their first two years of employment and a minimum of one (1) performance review every three years thereafter.
3. An employee may request additional evaluation(s).

#### D. NOTICE OF RETURN TO WORK

Prior to May 15 employees working less than twelve (12) months will receive notice of re-employment for the next school year.

#### E. VACANCIES

1. When a job vacancy occurs, first consideration will be given to Unit C employees working in that department or school, if qualified. Experience and demonstrated ability shall be considered in filling such vacancies. These factors being equal, the employee with the most District seniority will be selected to fill the vacancy. If no Unit C employees in that department or school have the necessary qualifications, the Human Resources Division shall post a vacancy notice for a period of three days. Such posting is not required for entry level positions. Any qualified District employee may apply for such vacancies.

In the case of Head Custodian or Cook Manager vacancies, such vacancies shall be posted by the Human Resources Division for a period of three days. First consideration shall be given to employees in those departments, respectively, on a district-wide basis.

In the case of Lead position vacancies, such vacancies shall be posted in the respective department or school for a period of three days.

Unsuccessful candidates for positions shall be notified by the Human Resources Division.

2. Entry level positions shall include:
  - a. Maintenance: groundskeeper
  - b. Operations: security monitor, custodial helper, laundry helper
  - c. Food Service: cashier, cook helper
  - d. Transportation: 9-month bus driver
3. Applications from Unit C employees for vacancies in other bargaining units will be considered only after provisions in those agreements have been fulfilled.

#### F. REDUCTION IN FORCE

1. District seniority, rather than departmental seniority, shall prevail when reducing the number of employees within a department or in laying off employees from the District.
2. When it becomes necessary to implement a reduction in force, the following procedure shall be observed:
  - a. Temporary employees in the affected job classification(s) will be removed first.
  - b. Probationary employees in the affected job classification(s) will be removed next.
  - c. The regular employee(s) in the affected job classification(s) with the least seniority will be removed next.
  - d. A regular employee removed under clause "c." above will displace the employee with the least seniority in the job classification at or below his/hers, within the department, according to the reverse order of job progression.
  - e. A regular employee who cannot displace another employee in his/her own department under "d." above, because he/she does not have sufficient seniority or the qualifications to perform the job satisfactorily, will displace the employee with the least seniority in the District whose job he/she can perform.
3. A regular employee displaced from his/her job classification under this procedure will receive a minimum of thirty days notice.
4. Any regular employee displaced under this procedure may also follow this procedure.
5. When an employee acquires a job under this procedure, his/her seniority will go with the job.
6. In order to displace another employee as provided in section 2 above, an employee must have more seniority than the employee he/she displaces and must be qualified to perform the job of the employee he/she displaces. The determination of qualifications rests solely with the District.
7. Under this procedure, an employee cannot displace another employee who is in a higher rated job classification.
8. Under this procedure, an employee may not acquire additional work hours in displacing another employee.
9. An employee whose seniority does not permit him/her to remain at work under the provisions of this procedure will be laid off from the District.
10. In the event of a substantial layoff, the District will meet with the representatives of the BVSEA in an effort to resolve issues related to such a reduction in force.
11. RECALL
  - a. Employees shall be recalled in inverse order of their layoff.

- b. A displaced employee shall have the option of placement on recall status for his/her former job classification for a period of up to one (1) year.
- c. The District shall recall the displaced employee by certified letter sent to the employee at his/her last known address. It shall be the employee's responsibility to keep his/her address listing up-to-date. Within forty-eight (48) hours after receipt of such notice of recall, the employee must notify the Division of Human Resources of his/her availability for work, and must report for work not later than ten (10) working days after such receipt by him/her of the notice of recall. An employee will forfeit his/her recall rights for reemployment if the offer for reemployment is rejected or if he/she fails to comply with these requirements.
- d. Employees will retain their recall rights and seniority for a period of up to one (1) year. For ten (10) month employees, one year shall be considered to be one full school year and two (2) summer periods.

#### G. TEMPORARY POSITIONS AND EMPLOYEES

- 1. A temporary position is one whose duration does not exceed six months. If a temporary position is extended beyond six months, it shall be deemed a vacancy and require posting as set forth in E. above.
- 2. Temporary employees: Employees hired for temporary positions may be employed for the first six months with no fringe benefits provided. If employment continues beyond six months, the employee will be considered a regular employee and receive fringe benefits starting with the seventh month of employment, and such employee's seniority shall apply from the date of their employment.
- 3. Employees hired on a temporary basis will be fully informed of their restricted status at the time of their employment.
- 4. Summer Employment: By April 1st of each year, the Human Resources Division will post notices reminding Transportation and Food Service employees desiring summer employment in the service occupations to apply for such employment. Where qualified and available, these employees shall be given first consideration for this summer work.

#### H. TRANSFERS

- 1. An employee who has completed the probationary period and who desires a transfer from one area to another should submit a transfer request to the Human Resources Division and send copies to the supervisor or principal and the appropriate manager or Director. Receipt of the request shall be acknowledged and the applicant will be informed of the final decision.
- 2. District needs, workload, the qualifications and seniority shall be considered when processing a transfer request.

## I. REASSIGNMENT

1. Relocation of employees may become necessary to meet operating conditions and for other good reasons, including the desires of employees to serve elsewhere in the system. Reassignment may, therefore, be initiated by the administration or the employee.
2. It shall be the objective of the administration to effect reassignments in full cooperation with all concerned. Reasons for reassignment shall be reasonable and expressly understood by those concerned. No reassignment will be made arbitrarily or vindictively.
3. Request for changes in work assignment within the same department should be directed to the department manager.

## J. WORK AT HIGHER GRADE/TRADE

Any employee temporarily assigned to a position of a higher grade/trade shall be paid at the rate of the higher grade/trade. The higher rate will be paid retroactive to the first day of such assignment once the employee has worked at the higher position in excess of five consecutive working days. The employee's step placement within the grade/trade will be in accordance with Article 14, Section B of this agreement.

## K. POSTING OF AVAILABLE BUS ROUTES

1. The following routes and activities will be posted:
  - a. Newly created routes.
  - b. An existing route that is continuing where the driver is no longer available.
  - c. Special activity assignments, which occur on a repetitive basis.

Hours may increase and then be reduced during the assignment; however, the number of hours may not be reduced below the hours when the assignment was last bid.

2. The route number, bus number, schools, and time of all vacant routes will be posted on the bulletin board for a period of time not less than three (3) days at all terminals. Temporary assignments may be made during the first thirty(30)days of the school year and in emergency situations.
3. Drivers/bus assistants interested in bidding on a vacant route should indicate that by signing the vacant route sign-up sheet. Drivers are limited to three (3) successful bids per school year.
4. Special Education Routes
  - a. All Special Education Routes will be posted prior to the beginning of the school year.
  - b. At a time designated by the Transportation Department returning Special Education drivers/bus assistants or their proxies will select from the posted routes based on seniority subject to the provisions of section M below.

- c. Any remaining routes will be posted as set forth in paragraphs 1, 2, and 3 above.
  - d. Drivers/bus assistants who fail to select a route either personally or by proxy at the designated time shall forfeit all right to select under paragraph b.
5. In the interest of safety, any route, field trip, athletic trip, activity trip, etc., that is to be taken in a Boulder Valley Public Schools' bus will be so done utilizing a properly licensed bus operator employed by the District in the Transportation Department.

**L. SPECIAL ASSIGNMENTS**

- 1. All field trips, special activity trips, and mid-day substitute driving are defined as special assignments.
- 2. Drivers are responsible for keeping the Transportation Department informed of their availability and desire for special assignments and the hours of their regular routes.
- 3. Probationary bus drivers will be called for special assignments only if regular drivers are not available.
- 4. Upon reasonable request, the BVSEA will be provided access to the special assignment records of the Transportation Department.

**M. AWARDING OF ROUTES, TEMPORARY AND SPECIAL ASSIGNMENTS**

Driving, temporary and special assignments will be based on ability, seniority, and the best interests of the district and the employee.

**ARTICLE 14 - WAGES AND FRINGE BENEFITS**

**A. WAGE SCHEDULE**

- 1. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.
- 2. When any position not listed on the wage schedule is established, the employer may designate a job classification and rate structure for the position. In the event the BVSEA does not agree that the classification and rate are proper, the BVSEA shall have the right to submit the issue as a grievance at Step III of the grievance procedure.
- 3. Unless mutually agreed upon by the BVSEA and the employer, an employee group shall move from the beginning step in the pay level to the maximum step in annual increments. An individual employee whose performance is unsatisfactory may have his/her increment withheld not to exceed one year's duration. The unsatisfactory rating shall be reviewed on a quarterly basis and if the performance

is satisfactory, the withheld raise will be granted at that time (not retroactively).

## B. EMPLOYMENT AND PROMOTION

1. Employees who are newly hired, rehired, or transferred in from another unit within the District will be placed upon the wage schedule at a rate commensurate with their education, training, and experience for that position.
2. An employee who is promoted to a higher classification within Unit C will be placed on the appropriate wage schedule of the new position in accordance with his/her qualifications. In no case will such a promotion involve a decrease in pay.

When an employee receives a promotion on the same wage schedule, in no case will the employee receive a promotional increase of less than one full step on the wage scale of the new position, which exceeds the rate he/she was earning in his/her previous position.

3. Employees will normally move to the next higher step for their classification on the wage schedule on August 1, provided they have completed their probationary period.

## C. PAY PERIODS

1. The wages of employees shall be paid monthly, on the last business day of the month.
2. A new employee may receive an advance payment on his/her first pay check by submitting a request, approved by his/her supervisor, to the Accounting Department, at the end of the first two weeks of employment.
3. In an emergency, an employee may receive an advance payment on his/her paycheck against amounts actually earned. This requires written recommendation of his/her supervisor and the approval of the Executive Director of Human Resources.

## D. SHIFT PREMIUM

Employees who are regularly assigned on the second shift as defined in Section 7.B will be paid a shift premium of 20¢ per hour worked on that shift.

Employees who are regularly assigned on the third shift as defined in Section 7.B will be paid a shift premium of 25¢ per hour worked on that shift.

## E. CARRY OUT PROGRAM PREMIUM

In addition to their regular wage rate, the employer agrees to pay a premium of four (4) percent of the cook manager's salary for one carry out program and two (2) percent for each additional carry out program supervised through his/her kitchen.

F. BUS ROUTE PREMIUMS:

1. Bus Drivers will receive a premium of fifty (50) cents per hour when driving routes identified as Hazardous Mountain Routes. The establishment and identification of such routes will be determined by the District.
2. Bus drivers will receive a premium of twenty-five (25) cents per hour when driving routes identified as Special Education routes requiring special abilities and/or training. The District shall identify such routes within 30 days after school reconvenes, and at other times during the year as necessary or appropriate. The District shall communicate the routes so established to the BVSEA, who shall have the right to appeal same at Step 2 of the grievance procedure.
3. Scheduled relief bus drivers will receive a premium of thirty-five (35) cents per hour provided they have successfully completed training required for driving mountain routes and special education routes. Scheduled relief bus drivers are not eligible for the special education route premium, number 2. Above, however, they are eligible for the hazardous mountain route premium, number 1, above.

G. MILEAGE

Anytime an employee is required to use his/her own personal vehicle for transportation to a work assignment other than his/her normal reporting location, he/she shall be reimbursed at the IRS Standard Mileage Rate.

Employees will not be asked to use his/her own personal vehicle to transport school district property, except in an emergency situation.

H. MEDICAL EXAMINATION

Any employee required to have a medical examination or special test to comply with State law shall be reimbursed for that expense by the District. Such an examination will be scheduled by the District.

- I. EARLY RETIREMENT: A person with 20 or more years of service as a regular employee with the district will receive a one-time bonus, calculated as a percentage of the average of the employee's highest three years' annual salary, as follows:

<u>Age at Retirement:</u>	<u>Bonus:</u>
60 or less	35%
61 or more	30%

A person with 15 but less than 20 years of service as a regular employee with the district will receive a one-time bonus, calculated at 20% of the average of the employee's highest three years' annual salary, if he/she severs employment with the district on or after his/her 55th birthday.

Annual salary as used in this section is defined as the annual salary amount on the employee's salary schedule including the career longevity increment. Overtime or other pay stipends earned after July 1, 1996 are not included as annual salary.

An hourly employee's annual salary will be determined by calculating the employee's hourly rate times the assigned hours of work each day times the number of scheduled work days, including vacation pay and holidays. Bus route premiums as defined in Article 14, Section F. will be included as annual salary. Overtime or other pay stipends earned after July 1, 1996 are not included as annual salary.

#### J. EDUCATIONAL IMPROVEMENT

1. Any Unit C employee who has completed the probationary period satisfactorily may apply for reimbursement of 75% of tuition costs incurred in taking job related course work provided such course work is satisfactorily completed.
2. Such reimbursement will be granted for a maximum of one course per term. Reimbursement is to be made at the completion of each course upon presentation of grade slip and cancelled check.
3. All planned course work, including cost, must be approved in advance by the level director or manager and the Executive Director of Human Resources.
4. Further, however, any Unit C employee who has completed the probationary period satisfactorily and is requested by his/her supervisor to take additional improvement courses and where such request has been approved in advance by the appropriate assistant superintendent and the Executive Director of Human Resources, will be reimbursed for 100% of his/her tuition costs upon the satisfactory completion of such course.

#### K. PAYMENT FOR UNUSED SICK LEAVE

An employee with twelve (12) or more years of continuous service in the District who severs employment (including death of employee) with the District, will receive the daily rate of 75% of Step 1 of the employee's last wage scale for each day of accumulated sick leave.

In the event of death of an eligible employee, payment of earned sick leave shall be made to the employee's estate.

#### L. REQUIRED ACTIVITIES

An employee will be paid his/her regular hourly rate for attendance at any activity required by the district, such as meetings, inservice training, etc.

#### M. CAREER LONGEVITY INCREMENT

1. Regular employees who have completed ten (10) years of service in the District shall receive a career longevity increment in the amount of forty-five (45) cents an

hour.

2. Regular employees who have completed twelve (12) years of service in the District shall receive an additional fifteen (15) cents an hour for a total of sixty (60) cents an hour.
3. Regular employees who have completed fourteen (14) years of service in the District shall receive an additional fifteen (15) cents an hour for a total of seventy-five (75) cents an hour.
4. Regular employees who have completed nineteen (19) years of service in the District shall receive an additional five (5) cents per hour for a total of eighty (80) cents an hour.

Eligible employees will start receiving their career longevity increment the first day of the month following their anniversary date.

**N. AUTO MECHANIC PREMIUM**

Employees classified as a School Vehicle Mechanic may receive premium pay under the following conditions:

1. To receive a premium of fifteen cents (15¢) per hour an employee must pass the examination for Master School Bus Technician provided by the National Institute for Automotive Service Excellence (ASE). Certification is for five years. At the end of such period the employee must again qualify for such premium by again passing the examination.
2. To receive a premium of fifteen cents (15¢) per hour, an employee must pass the examination for Master Heavy Truck Technician provided by ASE. Certification is for five years. At the end of such period the employee must again qualify for such premium by again passing the examination.
3. To receive a premium of fifteen cents (15¢) per hour, an employee must pass the examination for Master Automotive Technician by ASE. Certification is for five years. At the end of such period the employee must again qualify for such premium by again passing the examination.
4. To receive a premium of fifteen cents (15¢) per hour, an employee must pass the certification criteria for the Master School Bus Technician by NAPT (National Association for Pupil Transportation). Certification is for as long as a technician is a NAPT member.
5. The cost of taking such examination(s) will be paid by the District only upon successful completion of the examination(s).

**O. BUS GARAGE PARTS CLERK PREMIUM**

Employees classified as a Bus Garage Parts Clerk may receive premium pay under the following conditions:

1. To receive a premium of fifteen cents (15¢) per hour an employee must pass all examinations for Parts Clerk provided by the National Institute for Automotive Service Excellence (ASE). Certification is for five years. At the end of such period the employee must again qualify for such premium by again passing the examinations.
2. The cost of taking such examinations will be paid by the District only upon successful completion of the examinations.

**\*P. TOOL ALLOWANCE**

Vehicle Mechanics (School Vehicle Mechanic I, II and Vehicle Mechanical Helper) who are required to use their own tools as determined by the district in the performance of employment shall be eligible for a tool replacement allowance following the first full year of employment.

The District will reimburse actual expensed of up to \$750 in January of each year. Expenses must be substantiated with receipts for the previous calendar year. Receipts are to be submitted one time to Accounts Payable by January 1 each year. Payments will be made through Accounts Payable and will not be subject to federal or state withholding or Medicare taxes. No tax reporting will be done (will not be included on either a 1099 or W2 wage reporting form).

**Q. ACTIVITY TICKET**

The District shall provide an athletic activity ticket free of charge to each employee for admission of two (2) persons to regular season athletic events that occur at any Boulder Valley Public High School. This pass is intended for use by the employee only and is not valid for post-season CHSAA playoff events.

**R. BILINGUAL PAY**

When it is a job requirement, employees who are required to have bilingual skills (English plus another language) will receive a bilingual skills premium for forty (\$.40) cents per hour. The employee must pass a language assessment. The assessment will be given during contract hours for current employees. Unit C employees receiving this premium shall continue to receive it through to term of this agreement. The District will provide the association with a list of those employees that qualify for this premium.

\*Indicates new or revised language.

**ARTICLE 15 - GROUP INSURANCE**

**\*A. MEDICAL/DENTAL AND LIFE INSURANCE**

The Board of Education will pay the monthly employee premium for Medical (at the HMO rate) and Dental insurance plans in effect from July 1, 2006 to June 30, 2008. Eligible employees are those permanent employees working twenty (20) hours or more per week for 9, 10, 11 or 12 months.

The district further agrees to pay the premium for the summer months when that employee returns for a minimum of thirty (30) consecutive working days at the beginning of the new school year if that employee worked a minimum of thirty (30) consecutive working days at the end of the previous school year. In cases where the employee is unable to comply with this requirement, the employee may request the Executive Director of Human Resources or designee consider an exception to this provision.

Each eligible employee shall receive \$20,000 term life insurance.

**B. LONG-TERM DISABILITY INSURANCE**

The School District shall arrange through an insurance carrier of its selection, for long-term disability insurance, for all regular service employees working twenty (20) or more hours per week. The cost of such insurance will be paid by the District during the term of this Agreement.

**C. CONTINUING MEDICAL INSURANCE UPON RETIREMENT**

An employee who takes a retirement under PERA with at least ten (10) years service with Boulder Valley Schools, may continue Group Medical Insurance coverage at the employee's expense.

**D. INSURANCE ADVISORY COMMITTEE**

BVSEA will be allowed two representatives on the Insurance Advisory Committee. The committee will meet at least two times per year to confer regarding group insurance matters. Additional meetings may be held as needed. The District Insurance Consultant may be requested to attend these meetings.

**ARTICLE 16 - USE OF PHYSICAL FORCE**

1. An employee may use reasonable and appropriate physical force upon a minor when and to the extent it is necessary and appropriate to maintain discipline or promote the welfare of the minor.

\*Indicates new or revised language.

2. An employee shall make every attempt to report as soon as possible, but no later than the following morning, to his/her building administrator or central office administrator.
3. As determined by the Superintendent, the District may reimburse an employee for the cost in excess of insurance benefits received for medical, surgical, or hospital services

incurred as a direct result of injury sustained in the course of his/her employment, but may not reimburse for consequential damages or for aggravation of pre-existing conditions and shall not exceed the amount of his/her current salary.

4. As determined by the Superintendent, the District may provide legal counsel of its selection to an employee in actions arising out of disciplinary action involving a pupil of the District while in the proper discharge of duties within the scope of his/her employment.

#### **ARTICLE 17 - DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from its execution, to and including June 30, 2008. Further, this Agreement shall automatically continue in full force and effect annually from year to year unless either of the parties hereto shall terminate the same as set forth

herein.

Termination of the Agreement by either party shall be made by written notice not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ACCEPTED AND APPROVED

Boulder Valley Service  
Employees' Association

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ACCEPTED AND APPROVED

Board of Education  
Boulder Valley School  
District No. Re 2

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

\*APPENDIX A

WAGE SCHEDULE

August 1, 2006

**Transportation**

BUS DRIVERS

Rates	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Hourly	13.51	14.01	14.56	15.19	15.81	16.46

Drivers on special trips will be paid at their regular hourly rate. Drivers on overnight specials will receive a minimum of eight (8) hours for each day away from home. The sponsoring agency will pay necessary and responsible expenses of the driver while on overnight specials.

BUS DISPATCHERS

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Annual	32,427	33,679	35,120	36,624	38,252	39,964	41,906
Daily	124.24	129.04	134.56	140.32	146.56	153.12	160.56
Hourly	15.53	16.13	16.82	17.54	18.32	19.14	20.07

Annual salaries are based on 12 months, 261 days, and 2,088 hours

BUS ASSISTANTS

Hourly Rate	\$11.97	\$12.52	\$13.28	\$13.92	\$14.73	\$15.44
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Note: Employees currently on Step 7 will be grandfathered at \$15.55/hour until Step 6 catches up and/or surpasses \$15.55/hour.

\* Indicates new or revised language.

**\*WAGE SCHEDULE**  
 August 1, 2006  
**Food Service**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	9.65	10.00	10.35	10.78	11.14	11.56
2	10.41	10.69	11.04	11.48	11.93	12.37
3	11.39	11.81	12.10	12.56	12.93	13.47
4	11.85	12.23	12.61	13.04	13.48	13.99
5	12.23	12.61	13.03	13.48	13.94	14.51
6	12.62	13.09	13.54	14.04	14.53	15.05

Note 1% raise.

<u>Classifications</u>	<u>Salary Grade</u>	<u>Description</u>
Cashier	1	Responsible for lunch money
Cook Helper	1	Assist in serving and cleanup, and may assist in cooking on a limited basis
Cook	2	Cooks and assists in serving and cleanup
Cook Manager I	3	Cook Manager serving 0-450 daily Meal Equivalents
Cook Manager II	4	Cook Manager serving 451-900 daily Meal Equivalents
Cook Manger III	5	Cook Manager serving 901-1350 daily Meal Equivalents
Cook Manager IV	6	Cook Manager serving 1351 or more daily Meal Equivalents

Four percent (4%) of the cook manager's salary will be added for one carryout program and two percent (2%) for each additional carryout program supervised through his/her kitchen.

On their July paychecks, Food Service employees who work in lead carry-out positions as determined by the Director of Food Service may receive a premium if they work through the end of the school year. This premium is based on a percent, to be determined annually by the Director of Food Services, of Grade 1, Step 1 of the above Food Service Wage Schedule hourly rate multiplied by the total hours the employees worked during the previous school year in all Food Services positions. This will replace all previous commitments made to Food Service employees who work in lead carry-out positions.

\*Indicates new or revised language.

\*Maintenance  
Salary Schedule  
August, 2006

GRADE		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<b>WAGE SCALE 1</b>	<b>ANNUAL</b>	24,450.48	25,619.76	26,580.24	27,603.36	28,647.36	29,691.36	30,693.60	31,737.60	32,781.60
	<b>DAILY</b>	93.68	98.16	101.84	105.76	109.76	113.76	117.60	121.60	125.60
	<b>HOURLY</b>	11.71	12.27	12.73	13.22	13.72	14.22	14.70	15.20	15.70
<b>WAGE SCALE 2</b>	<b>ANNUAL</b>	26,267.04	27,269.28	28,417.68	29,566.08	30,568.32	31,654.08	32,781.60	33,867.36	34,953.12
	<b>DAILY</b>	100.64	104.48	108.88	113.28	117.12	121.28	125.60	129.76	133.92
	<b>HOURLY</b>	12.58	13.06	13.61	14.16	14.64	15.16	15.70	16.22	16.74
<b>WAGE SCALE 3</b>	<b>ANNUAL</b>	28,772.64	29,921.04	31,257.36	32,384.88	33,595.92	34,848.72	36,038.88	37,354.32	38,523.60
	<b>DAILY</b>	110.24	114.64	119.76	124.08	128.72	133.52	138.08	143.12	147.60
	<b>HOURLY</b>	13.78	14.33	14.97	15.51	16.09	16.69	17.26	17.89	18.45
<b>WAGE SCALE 4</b>	<b>ANNUAL</b>	29,733.12	30,860.64	32,155.20	33,345.36	34,619.04	35,788.32	37,145.52	38,293.92	39,504.96
	<b>DAILY</b>	113.92	118.24	123.20	127.76	132.64	137.12	142.32	146.72	151.36
	<b>HOURLY</b>	14.24	14.78	15.40	15.97	16.58	17.14	17.79	18.34	18.92
<b>WAGE SCALE 5</b>	<b>ANNUAL</b>	32,176.08	33,554.16	34,869.60	36,205.92	37,563.12	38,795.04	40,214.88	41,488.56	42,950.16
	<b>DAILY</b>	123.28	128.56	133.60	138.72	143.92	148.64	154.08	158.96	164.56
	<b>HOURLY</b>	15.41	16.07	16.70	17.34	17.99	18.58	19.26	19.87	20.57
<b>WAGE SCALE 6</b>	<b>ANNUAL</b>	32,927.76	34,284.96	35,621.28	36,936.72	38,210.40	39,692.88	40,883.04	42,282.00	43,618.32
	<b>DAILY</b>	126.16	131.36	136.48	141.52	146.40	152.08	156.64	162.00	167.12
	<b>HOURLY</b>	15.77	16.42	17.06	17.69	18.30	19.01	19.58	20.25	20.89
<b>WAGE SCALE 7</b>	<b>ANNUAL</b>	34,389.36	34,932.24	37,333.44	38,753.28	40,194.00	41,634.72	43,075.44	44,516.16	45,977.76
	<b>DAILY</b>	131.76	133.84	143.04	148.48	154.00	159.52	165.04	170.56	176.16
	<b>HOURLY</b>	16.47	16.73	17.88	18.56	19.25	19.94	20.63	21.32	22.02
<b>WAGE SCALE 8</b>	<b>ANNUAL</b>	34,911.36	36,435.60	37,938.96	39,484.08	40,945.68	42,490.80	43,910.64	45,497.52	46,875.60
	<b>DAILY</b>	133.76	139.60	145.36	151.28	156.88	162.80	168.24	174.32	179.60
	<b>HOURLY</b>	16.72	17.45	18.17	18.91	19.61	20.35	21.03	21.79	22.45

\*Maintenance  
Salary Schedule  
August, 2006

GRADE		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<b>WAGE SCALE 9</b>	<b>ANNUAL</b>	36,414.72	38,001.60	39,609.36	41,175.36	42,741.36	44,244.72	45,810.72	47,334.96	48,921.84
	<b>DAILY</b>	139.52	145.60	151.76	157.76	163.76	169.52	175.52	181.36	187.44
	<b>HOURLY</b>	17.44	18.20	18.97	19.72	20.47	21.19	21.94	22.67	23.43
<b>WAGE SCALE 10</b>	<b>ANNUAL</b>	37,437.84	39,024.72	40,632.48	42,156.72	43,722.72	45,309.60	46,792.08	48,525.12	49,903.20
	<b>DAILY</b>	143.44	149.52	155.68	161.52	167.52	173.60	179.28	185.92	191.20
	<b>HOURLY</b>	17.93	18.69	19.46	20.19	20.94	21.70	22.41	23.24	23.90
<b>WAGE SCALE 11</b>	<b>ANNUAL</b>	37,813.68	39,504.96	41,196.24	42,783.12	44,307.36	45,998.64	47,648.16	49,255.92	50,780.16
	<b>DAILY</b>	144.88	151.36	157.84	163.92	169.76	176.24	182.56	188.72	194.56
	<b>HOURLY</b>	18.11	18.92	19.73	20.49	21.22	22.03	22.82	23.59	24.32
<b>WAGE SCALE 12</b>	<b>ANNUAL</b>	38,732.40	40,298.40	42,010.56	43,618.32	45,226.08	46,792.08	48,525.12	50,174.64	51,719.76
	<b>DAILY</b>	148.40	154.40	160.96	167.12	173.28	179.28	185.92	192.24	198.16
	<b>HOURLY</b>	18.55	19.30	20.12	20.89	21.66	22.41	23.24	24.03	24.77
<b>WAGE SCALE 13</b>	<b>ANNUAL</b>	39,713.76	41,238.00	42,991.92	44,620.56	46,207.44	47,815.20	49,422.96	51,072.48	52,784.64
	<b>DAILY</b>	152.16	158.00	164.72	170.96	177.04	183.20	189.36	195.68	202.24
	<b>HOURLY</b>	19.02	19.75	20.59	21.37	22.13	22.90	23.67	24.46	25.28
<b>WAGE SCALE 14</b>	<b>ANNUAL</b>	40,235.76	41,906.16	43,639.20	45,351.36	46,917.36	48,629.52	50,362.56	52,074.72	53,619.84
	<b>DAILY</b>	154.16	160.56	167.20	173.76	179.76	186.32	192.96	199.52	205.44
	<b>HOURLY</b>	19.27	20.07	20.90	21.72	22.47	23.29	24.12	24.94	25.68
<b>WAGE SCALE 15</b>	<b>ANNUAL</b>	41,885.28	43,534.80	45,184.32	46,812.96	48,441.60	50,091.12	51,719.76	53,348.40	55,018.80
	<b>DAILY</b>	160.48	166.80	173.12	179.36	185.60	191.92	198.16	204.40	210.80
	<b>HOURLY</b>	20.06	20.85	21.64	22.42	23.20	23.99	24.77	25.55	26.35

\*Indicates new or revised language.

Maintenance  
Salary Schedule  
August, 2006

Annual salaries based on 12 months, 261 days, 2,088 hours

Employee must meet established classification standards in order to become eligible for movement from one level to another.

Classification	Wage Scale	Classification	Wage Scale	Classification	Wage Scale
Laborer I	2	Maintenance Mechanic	9	Electronic Motor Repair Tech	12
Groundskeeper	3	Fleet Service Technician	9	Metal Shop Mechanic	13
Delivery Worker	3	Cement Finisher	9	Sheet Metal Worker	14
Laborer II	3	Warehouse Lead Worker	10	Shop Welder	14
Maintenance Supply Courier	4	Carpenter	10	Electrical Repair Tech	14
Vehicle Mechanic Helper	4	Locksmith	10	Electrician	15
Bus Garage Parts Clerk	5	Maintenance Buyer	10	HVAC/R Controls Technician	15
Warehouse Worker	8	Glazier	10	Plumber	15
Business Machines Tech.	8	Environmental Technician	11		
Painter	8	HVAC/Maintenance Mechanic	12		

Premium pay for Locksmith Leads, Glazier Leads, Maintenance Buyer Leads and Zone Leads is 5% of the top wage scale and step and premium pay for Master Plumber and Master Electrician is 7% of the top wage scale and step.

\*Operations  
Salary Schedule  
August, 2006

GRADE		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<b>WAGE SCALE 1</b>	<b>ANNUAL</b>	21,589.92	22,508.64	23,260.32	24,137.28	24,993.36	26,016.48	27,248.40
	<b>DAILY</b>	82.72	86.24	89.12	92.48	95.76	99.68	104.40
	<b>HOURLY</b>	10.34	10.78	11.14	11.56	11.97	12.46	13.05
<b>WAGE SCALE 2</b>	<b>ANNUAL</b>	22,425.12	23,155.92	24,137.28	25,076.88	26,371.44	27,373.68	28,605.60
	<b>DAILY</b>	85.92	88.72	92.48	96.08	101.04	104.88	109.60
	<b>HOURLY</b>	10.74	11.09	11.56	12.01	12.63	13.11	13.70
<b>WAGE SCALE 3</b>	<b>ANNUAL</b>	22,633.92	23,552.64	24,408.72	25,557.12	26,559.36	27,561.60	28,856.16
	<b>DAILY</b>	86.72	90.24	93.52	97.92	101.76	105.60	110.56
	<b>HOURLY</b>	10.84	11.28	11.69	12.24	12.72	13.20	13.82
<b>WAGE SCALE 4</b>	<b>ANNUAL</b>	23,824.08	24,638.40	25,682.40	26,622.00	27,958.32	28,960.56	30,276.00
	<b>DAILY</b>	91.28	94.40	98.40	102.00	107.12	110.96	116.00
	<b>HOURLY</b>	11.41	11.80	12.30	12.75	13.39	13.87	14.50
<b>WAGE SCALE 5</b>	<b>ANNUAL</b>	24,053.76	24,951.60	25,891.20	26,914.32	28,208.88	29,232.00	30,589.20
	<b>DAILY</b>	92.16	95.60	99.20	103.12	108.08	112.00	117.20
	<b>HOURLY</b>	11.52	11.95	12.40	12.89	13.51	14.00	14.65
<b>WAGE SCALE 6</b>	<b>ANNUAL</b>	24,742.80	25,682.40	26,768.16	27,791.28	29,211.12	30,422.16	31,758.48
	<b>DAILY</b>	94.80	98.40	102.56	106.48	111.92	116.56	121.68
	<b>HOURLY</b>	11.85	12.30	12.82	13.31	13.99	14.57	15.21
<b>WAGE SCALE 7</b>	<b>ANNUAL</b>	25,828.56	26,872.56	27,895.68	28,960.56	30,401.28	31,591.44	33,011.28
	<b>DAILY</b>	98.96	102.96	106.88	110.96	116.48	121.04	126.48
	<b>HOURLY</b>	12.37	12.87	13.36	13.87	14.56	15.13	15.81
<b>WAGE SCALE 8</b>	<b>ANNUAL</b>	26,726.40	27,833.04	28,877.04	30,108.96	31,549.68	32,990.40	34,389.36
	<b>DAILY</b>	102.40	106.64	110.64	115.36	120.88	126.40	131.76
	<b>HOURLY</b>	12.80	13.33	13.83	14.42	15.11	15.80	16.47

\*Operations  
Salary Schedule  
August, 2006

GRADE		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
WAGE SCALE 9	ANNUAL	27,269.28	28,396.80	29,586.96	30,777.12	32,259.60	33,595.92	35,182.80
	DAILY	104.48	108.80	113.36	117.92	123.60	128.72	134.80
	HOURLY	13.06	13.60	14.17	14.74	15.45	16.09	16.85
WAGE SCALE 10	ANNUAL	28,417.68	29,586.96	30,798.00	32,176.08	33,616.80	34,994.88	36,811.44
	DAILY	108.88	113.36	118.00	123.28	128.80	134.08	141.04
	HOURLY	13.61	14.17	14.75	15.41	16.10	16.76	17.63
WAGE SCALE 11	ANNUAL	29,085.84	30,276.00	31,570.56	32,823.36	34,389.36	35,788.32	37,604.88
	DAILY	111.44	116.00	120.96	125.76	131.76	137.12	144.08
	HOURLY	13.93	14.50	15.12	15.72	16.47	17.14	18.01
WAGE SCALE 12	ANNUAL	30,067.20	31,299.12	32,447.52	33,700.32	35,391.60	36,874.08	38,669.76
	DAILY	115.20	119.92	124.32	129.12	135.60	141.28	148.16
	HOURLY	14.40	14.99	15.54	16.14	16.95	17.66	18.52
WAGE SCALE 13	ANNUAL	31,633.20	32,927.76	34,389.36	35,809.20	37,563.12	39,108.24	41,070.96
	DAILY	121.20	126.16	131.76	137.20	143.92	149.84	157.36
	HOURLY	15.15	15.77	16.47	17.15	17.99	18.73	19.67
WAGE SCALE 14	ANNUAL	32,426.64	33,679.44	35,120.16	36,623.52	38,252.16	39,964.32	41,906.16
	DAILY	124.24	129.04	134.56	140.32	146.56	153.12	160.56
	HOURLY	15.53	16.13	16.82	17.54	18.32	19.14	20.07

Annual salaries based upon 12 months, 261 days, 2,088 hours.

\*Indicates new or revised language.

JOB CLASSIFICATIONS  
OPERATIONS

<u>CLASSIFICATIONS</u>	<u>WAGE SCALE</u>	<u>DESCRIPTION</u>
Seat Repair Person	2	
Food Van Driver	4	
Custodian	5	
Bindery Equipment Operator	5	
Compositor I	6	
Halcyon Custodian	6	
Day Custodian	6	
Lead Custodian I	6	Lead Custodian in School Group C and D
Head Custodian I	7	Custodian in School Group A
Lead Custodian II	8	Lead Custodian in School Group E
Campus Monitor	8	
Security Monitor	8	
Laundry Operator	9	
Offset Press Oper. I	9	
Head Custodian II	9	Custodian in School Group B
Compositor II	9	
Security Monitor/Scheduler	10	
Head Custodian III	12	Custodian in School Group C
Head Custodian IV	13	Custodian in School Group D
Night Custodian Supervisor	13	
Offset Press Oper. II	14	
Head Custodian V	14	Custodian in School Group E
Security Agent	14	
Transportation Scheduler	14	

CUSTODIAN GROUP A

Horizons Charter  
Mapleton  
Flatirons  
Whittier

Majestic Heights/Summit Charter  
University Hill Primary

CUSTODIAN GROUP B

BCSIS/High Peaks  
Bear Creek  
Birch  
Coal Creek  
Columbine  
Creekside at Martin Park  
Crest View  
Douglass  
Eisenhower

Emerald  
Fireside  
Foothill  
Heatherwood  
Kohl  
Lafayette  
Louisville Elementary  
Mesa  
Nederland Elementary

Paddock Center  
(Community Montessori/  
Community School)  
Pioneer  
Ryan  
Sanchez  
Superior  
University Hill

CUSTODIAN GROUP C

Angevine  
Arapahoe Campus  
Aspen Creek K-8  
New Vista  
Broomfield Heights Middle

Manhattan  
Casey  
Centennial  
Education Center  
Eldorado K-8

Louisville Middle  
Monarch K-8  
Nederland Middle/Senior  
Nevin Platt  
Southern Hills

CUSTODIAN GROUP D

Broomfield High

Centaurus High

CUSTODIAN GROUP E

Boulder High

Fairview High

Monarch High

## MEMORANDUM OF AGREEMENT

Effective August 1, 2003

The Boulder Valley Service Employees' Association (BVSEA) and the Boulder Valley School District (BVSD) mutually agree to the following:

If a Unit C employee holds two or more positions in Unit C he/she will be paid at the highest hourly rate for all hours worked provided the number of hours of the job and scheduled to be worked at the higher hourly rated job equals or exceeds the number of hours scheduled and worked at the lower hourly rated job.

BVSD retains the sole discretion with regard to the interpretations and applications of the contents of this Memorandum.

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Ruthy Entihar  
President, BVSEA

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Janusz Okolowicz  
President, Board of Education

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Date

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Date

## MEMORANDUM OF UNDERSTANDING

### General Agreements:

1. BVSD-BVSEA agree that, when possible, during professional development days when food service and transportation employees are not scheduled to work, every effort will be made to offer available shifts or work in order to increase hours worked.
2. BVSD-BVSEA agree that together a joint memo will be written and sent to all administrative staff that addresses the use of custodians in supervisory/disciplinary roles.
3. BVSD-BVSEA agree to form a task force that reviews and redesigns Article 14, Section N. This group will work on extending the premium to identify criteria for meeting certification/licensure expectations.

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Ruthy Entihar  
President, BVSEA

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Julie Phillips  
President, Board of Education

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Date

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Date

MEMORANDUM OF UNDERSTANDING

The Boulder Valley School District Board of Education and the Boulder Valley Service Employees Association agree for the 2004-05 and the 2005-06 school years to a total compensation package each year that includes monies equivalent to the cost of steps on the salary schedule; a 1% COLA; and the projected increased cost of health and dental benefits. Also included in the agreement is the BVSEA proportionate share of one-time monies.

The Board of Education agrees to re-open negotiation of the compensation package for 2004-05 and increase compensation to a proportionate share of any new monies brought to the table for any other bargaining unit in the District. A meeting of the bargaining teams will be held within 30 days after the need to adjust is determined.

This two-year agreement is contingent upon the expectation that new monies will be forthcoming from the School Finance Act. The parties agree to return to negotiations to discuss compensation issues only for the contract year 2005-06.

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Ruthy Entihar  
President, BVSEA

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Julie Phillips  
President, Board of Education

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Date

\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

The District will maintain a Section 125 Medical Flexible Spending Account between January 1, 2006 and December 31, 2006. Open enrollment will be held November 1-30, 2005. Employees who are active on November 30, 2005, and complete an enrollment form by November 30, 2005, will receive a dollar for dollar matching contribution up to a maximum of \$50 from the District on the January, 2006 payroll.

\*Compensation

Beginning August 1, 2006 through June 30, 2008, the Cost of Living Adjustment (COLA) for all Unit C employees will be determined using a formula of inflation plus 1% minus the increased cost of health and dental insurance. In implementing this formula for Unit C employees the parties agree to inflation plus 1.4% minus health and dental insurance for year one (2006-07) and inflation plus 0.6% minus health and dental insurance for year two (2007-08) of this agreement. This provides a COLA for the 2006-07 of 2.5%. The COLA for the 2007-08 fiscal year will be determined in the spring of 2007.

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Larry Call, President  
BVSEA

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George F. Garcia, Superintendent  
Boulder Valley School District

\_\_\_\_\_  
Date

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Date

\*Indicates new or revised language.

\*Medical Flex Spending

The District shall maintain a Section 125 Medical Flexible Spending Account (FSA) between January 1, 2007 through December 31, 2008. Open enrollment is held every November. Employees who complete a form and enroll in the Section 125 FSA will receive a dollar for dollar matching contribution up to a maximum of \$120.

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Larry Call, President  
BVSEA

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George F. Garcia, Superintendent  
Boulder Valley School District

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Date

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Date

\*Indicates new or revised language.

\*Memo of Understanding

The District agrees to establish a work group with BVPA, BVEOP and BVSEA employees to review current sick and personal leave accruals and usage. Recommendations will be made to treat each group equitably regarding such leaves. The work group will begin meeting no later than December 1, 2006 and shall make their recommendations to the District and to BVPA, BVEOP and BVSEA no later than March 1, 2007.

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Larry Call, President  
BVSEA

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George F. Garcia, Superintendent  
Boulder Valley School District

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Date

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Date

\*Indicates new or revised language.